

SIXTH AMENDMENT
TO
CONSTRUCTION AGREEMENT

THIS SIXTH AMENDMENT to the Construction Agreement dated March 9, 2016, is made and entered into on August 16, 2021 (the "Sixth Amendment") between RAPID CONSTRUCTION AND MANAGEMENT, having an office located at 1507 Smithtown Ave Ste 10, Bohemia, NY 11716, ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was successfully admitted to the Prequalified List ("PQL") for RFQ # 201510_040 on January 12, 2016; and

WHEREAS, Contractor was a successful bidder pursuant to initial Invitations for Bid ("IFB") #s 001, 002, and 004 released on February 16, 2016, February 17, 2016, and March 1, 2016 respectively; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (the "Agreement") on March 9, 2016, and made effective on March 9, 2016, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Construction Agreement totaled \$1,000,000.00; and

WHEREAS, HTFC entered into a First Amendment to the Agreement on February 10, 2017 which increased the total fee to \$2,000,000.00 and extended the Term of the Agreement to March 8, 2018; and

WHEREAS, HTFC entered into a Second Amendment to the Agreement on August 14, 2017 which increased the total fee to \$3,000,000.00 and extended the Term of the Agreement to July 15, 2018; and

WHEREAS, HTFC entered into a Third Amendment to the Agreement on September 18, 2018 which extended the Term of the Agreement to July 15, 2019; and

WHEREAS, HTFC entered into a Fourth Amendment to the Agreement on August 6, 2019 which extended the Term of the Agreement to July 15, 2020; and

WHEREAS, HTFC entered into a Fifth Amendment to the Agreement on May 27, 2020 which extended the Term of the Agreement to July 15, 2021; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks to extend the Term of the Agreement for an additional fifteen (15) months to October 15, 2022; and

WHEREAS, GOSR seeks to increase the Total Fee by \$1,000,000.00 to a new Total Fee of \$4,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Sixth Amendment to extend the Contract Term and increase the Total Fee in order to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The Third and Fourth sentences of Article 3 Section 3.1 are hereby deleted and replaced with the following:

“Notwithstanding the latter, Contractor agrees that in no event will HTFC pay the Contractor more than \$4,000,000.00 (“Contract Price”) for the Services under all applicable work orders under this Construction Agreement unless the Contract Price is first modified in writing by a fully executed Amendment to this Construction Agreement. For the avoidance of doubt, the Contract Price for all work to be performed pursuant to this Construction Agreement **shall not exceed \$4,000,000.00.**”

2. Section 4.3 of Article 4 is hereby deleted and replaced with the following:

“4.3 Period of Performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: **March 9, 2016 thru October 15, 2022.**”

3. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Sixth Amendment on the day and year first above written.

Rapid Construction and Management

By: 

Name: Kenneth J. Sweeney

Title: Vice President

Date: 8/9/2021

Housing Trust Fund Corporation

By: Emily Thompson

Name: Emily Thompson

Title: Acting General Counsel,

Governor's Office of Storm Recovery
Date: 8/16/2021